STANDARD CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS

OMNIA Contract # R240303
Software Solutions and Services Region 4 ESC - TX

1. Application. This *Standard Contract and Purchasing Rider* ("Rider") applies to, is part of, and takes precedence over any conflicting provision in the attached contract or any of its attachments, as marked and attached hereto as **Exhibit A**, and which specifies the scope of work or services that the City of Pflugerville ("City") requires to be performed or provided. The attachment(s) and this Rider are collectively referred to herein as the "Contract". The Contract is with Rec Technologies, Inc. ("Vendor") and is by and between the City of Pflugerville, Texas, and Vendor (collectively, the "Parties"). The Contract is generally described as follows:

Title of Contract: Rec Technologies Inc. Services Agreement
***Services or Products, in General:* Recreation Technology Platform**

2. Payment Provisions. The City's payments under the Contract, including the time of payment, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

___ **3. Time of the Essence**. When marked as applicable, the City has identified that time is of the essence in the performance of this Contract and the City will suffer financial loss if the Contract is not completed within the times specified in the Contract. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Contract is not completed on time. Accordingly, instead of requiring such proof, the Parties agree that as liquidated damages for delay, but expressly acknowledged herein as not being a penalty, **Vendor shall pay City ______________________________ ($__N/A___) for each day that expires after the time specified in the Contract for completion.**

4. Multiyear Contracts. The Parties agree the City shall have the right to terminate the Contract at the end of any City fiscal year (September 30) if the governing body of the City does not appropriate funds sufficient to continue the Contract, as determined by the City's budget for the fiscal year in question. The City may cause such termination by giving Vendor a written notice of termination on or before 60 days prior to the end of its then current fiscal year. The City's fiscal year starts October 1 and ends September 30 of the following year.

5. Best Value Determination. Where applicable, the City evaluates all competitive bids or proposals (collectively referred to as "offers") received based on the best value for the City. The City determines "best value" by considering any relevant criteria specifically listed in the City's solicitation for goods or services and by considering all or part of the criteria listed below:

a. Offer price.
b. Reputation of the bidder or proposer (collectively referred to as "offeror") and of its goods and services.
c. The quality of the offeror's goods or services.
d. The extent to which the goods or services specifically meet the City's needs.
e. The offeror's past relationship with or performance for the City. The City shall evaluate all bidders or proposers based on their past performance and prior dealings with the City to include failure to meet specifications, poor quality, poor workmanship, and late delivery.

6. Local Preference. The City, through action taken by its City Council, supports the local preference option for purchasing. In accordance with Section 271.9051, Texas Local Government Code, the City may choose to award a competitive bid to a bidder whose principal place of business is within the City limits pursuant to this section.

7. No Ex-Parte Communications during Competitive Bidding Period. To ensure the proper and fair evaluation of the City's consideration and decision, the City prohibits any ex parte communications initiated by the proposed Vendor to a City official or employee prior to the time the City awards the Contract. An "ex parte communication" means any oral, written, electronic, or other communication regarding a pending solicitation, proposal, or contract award between an offeror (or its representatives, agents, or affiliates) and a City official, employee, or consultant that occurs outside the formal procurement process and without notice to or participation of competing proposers. Ex parte communications do not include written questions submitted through the City's designated procurement contact or public pre-proposal meetings, nor communications expressly authorized in writing by the City's procurement officer. Any communication between offeror and the City after the deadline for questions will be initiated by the appropriate City official or employee to obtain information or clarification needed to develop a proper and accurate evaluation of the bid or proposal. The City may disqualify anyone involved in ex parte communications from consideration or award of the bid or proposal or any future consideration.

8. Abandonment or Default. A Vendor who abandons or defaults the work on the Contract and thereby causes the City to purchase or procure the goods or services elsewhere may be subject to the following actions from City: a) The City may charge the Vendor for any increased cost of goods, materials, and/or services related thereto; b) the City shall disqualify the Vendor from any re-advertisement for the goods or service; and 3) the City may choose not to consider the Vendor in future bids or proposals for a period of three years.

9. Disclosure of Litigation. At time of offer, an offeror shall disclose in writing to City all pending or, to its knowledge, threatened civil, criminal, or administrative litigation, investigations, enforcement actions, or regulatory proceedings involving the offeror, its parent entity, affiliates, or officers that could reasonably be expected to: adversely affect the offeror's financial stability; impair its ability to perform the Contract; result in suspension, debarment, or loss of required licenses or permits; or materially impact its business reputation or operational capacity. The City reserves the right to determine whether any disclosed or undisclosed legal matter affects the offeror's status as a responsible vendor. The City may reject an offer or terminate the Contract if it determines that a legal proceeding, investigation, or enforcement action poses a material risk to an offeror's performance or public trust.

10. Termination. The City reserves the right to terminate the Contract without penalty by providing 30 days' prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **This Contract is subject to cancellation, without penalty, at any time the City deems the Vendor to be non-compliant with any term or condition provided herein.**

11. Annual Vendor Performance Review. The City reserves the right to review Vendor's performance at the end of each twelve-month period and to cancel all or part of the Contract without penalty.

12. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, as may be amended during the contracting period, and any orders and decrees of any court or administrative bodies in any matter affecting the performance of the Contract, including immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. **An offeror hereby certifies that it has read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies it complies with the following requirements:**

a. Any person, partnership, corporation, limited liability partnership, or corporation that enters into a contractual relationship with the City shall certify that the person or entity does not have an existing delinquent financial liability, lien or judgment owing to the City, Travis County, Williamson County, the state or any other political subdivision of the state. The Vendor shall acknowledge that the Contract may be terminated and payment may be withheld if this certification is inaccurate (38.01)

b. If the Vendor is a corporation, limited liability company, partnership, or limited liability partnership, the Vendor shall certify that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the agreement, and the individual executing the agreement on behalf of Vendor has been duly authorized to act for and bind the contractor. The Vendor acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. (38.02)

c. A corporate or limited liability company Vendor shall certify that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. The Vendor acknowledges that the agreement may be terminated and payment may be withheld if this certification is inaccurate. (38.03)

d. The Vendor agrees that any payments owing to the Vendor under an agreement with the City may be applied directly toward any debt or delinquency that Vendor the owes the state, Travis County, Williamson County, the City or any other political subdivision of the state regardless of when it arises, until such debt or delinquency is paid in full. (38.04)

e. The Vendor certifies that it is not delinquent in their court ordered child support obligations and shall acknowledge that any agreement with the city may be terminated and payment may be withheld if this certification is inaccurate. (38.05)

f. The Vendor covenants and agrees that in performing its duties and obligations under the Contract, the Vendor shall purchase products and materials produced in the state when such products and materials are available at a price and delivery time comparable to products and materials produced outside of the state. (38.06)

13. Compliance with all Codes, Permitting, and Licensing Requirements. The Vendor shall comply with all national, state, and local standards, codes, and ordinances as well as any other authorities that have

jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates, and/or licenses to fulfill its obligations under this Contract.

14. Prohibition on Contracts with Companies that Boycott Israel. Where this provision is applicable, Vendor hereby verifies the following per Section 2271.002, Texas Government Code:

a. Vendor does not boycott Israel; and
b. Vendor will not boycott Israel during the term of the Contract.

15. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. Vendor hereby verifies that Vendor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

16. Prohibition on Contracts with Companies Boycotting Energy Companies. Where applicable, Vendor hereby verifies the following per Section 2276.002, Texas Government Code:

a. Vendor does not boycott energy companies; and
b. Vendor will not boycott energy companies during the term of the Contract.

17. Written Verification as to Firearm Entities. Where applicable, Vendor hereby verifies the following per Section 2274.002, Texas Government Code:

a. Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
b. Vendor will not discriminate against a firearm entity or firearm trade association during the term of the Contract.

18. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure," as defined by Section 2275.0101, Texas Government Code, Vendor verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

19. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. Notwithstanding the foregoing, nothing in this Section 19 shall be construed to invalidate or supersede any mutually agreed limitation of liability or exclusion of consequential, incidental, special, exemplary, or indirect damages contained in the Agreement, to the extent such provisions are enforceable under applicable law.

20. INDEMNITY AND INDEPENDENT VENDOR STATUS OF VENDOR. **VENDOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), TO THE EXTENT CAUSED BY VENDOR'S NEGLIGENT ACTS, OMISSIONS, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT, AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE VENDOR AND ANY EMPLOYEE OR SUBCONTRACTOR OF VENDOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE VENDOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT THE USE OR PERFORMANCE FROM ANY AND ALL VENDOR'S EMPLOYEES, REPRESENTATIVES OR SUBCONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY, HARASSING, OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 20, VENDOR'S OBLIGATIONS AND ANY DAMAGES, LOSSES, COSTS, EXPENSES, OR ATTORNEYS' FEES ARISING UNDER OR RELATING TO THIS SECTION 20 ARE SUBJECT TO THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH IN SECTION 9 OF THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

21. Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the resulting agreement. At the City's request the Vendor or its subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

22. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law, or court or administrative decision or ruling, is invalid.

23. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge City for said taxes. If billed, the City will remit payment less sales tax.

24. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void.

25. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

26. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suit arising from or related to this Contract shall be in Travis County, Texas.

27. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid, or may be submitted separately, but must be provided to the City prior to the award of the Contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any offeror with respect to the proper completion of the TEC Form 1295.

28. Notice of Cybersecurity Incident. Vendor shall promptly notify City in writing, but in no event later than 48 hours, after discovering any actual or suspected cybersecurity incident, data breach, or unauthorized access that may compromise the confidentiality, integrity, or availability of City's private, confidential, or sensitive information. The notice shall include, to the extent known at the time: (a) a summary of the nature and scope of the incident; (b) the types of data affected; (c) any remedial actions taken or planned; and (d) any recommendations for City to mitigate potential harm. Vendor shall cooperate fully with City in investigating and responding to such incidents, including providing reasonable assistance in complying with any legal or regulatory obligations arising from the breach.

29. Authority. Each person signing below represents that he or she is duly authorized to execute the Contract on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of the Contract, to include the terms provided herein.

30. Electronic Signatures. Vendor acknowledges and agrees that, if Vendor executes the Contract with an electronic signature, (a) Vendor is signifying its intent to enter into the Contract and that the Contract be legally valid and enforceable in accordance with its terms to the same extent as if Vendor had executed the Contract using its written signature; and (b) the Contract is an electronic record executed by Contractor using its electronic signature. In the event the electronic copy of this Contract is converted to a paper contract, Contractor acknowledges and agrees that (a) its signing of the Contract also constitutes issuance and delivery of such paper contract; and (b) Contractor's electronic signature associated with the Contract, when affixed to the paper contract, constitutes its legally valid and binding signature on the paper contract.

CITY OF PFLUGERVILLE, TEXAS VENDOR

By:

DocuSigned by:
Rachel Williams
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Name: Rachel Williams Title: President

Date: 7/30/2026